

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Electronics Warranty, LLC		03/23/2010	Delaware, LLC: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A. as Collateral Agent		
<b>Street Address:</b>	100 North Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	INC. ASSOCIATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2202043	APPLIANCE PROTECTION PLUS	
Registration Number:	2860743	E=CRM2	
Registration Number:	2906908	E=CRM2	
Registration Number:	2952409	E=CRM2	
Registration Number:	2006401	KEEP IT NEW!	
Registration Number:	2411864	NEW	
Registration Number:	2368059	NEW	
Registration Number:	1747399	PRICE PLUS	
Registration Number:	2804003	PRODUCT ASSIST	
Registration Number:	2614755	QUICK ASSIST	
Registration Number:	2718555	QUICK ASSIST	
Registration Number:	2622450	RETURN ASSIST	
Registration Number:	1737026	SATISFACTION PLUS	
Serial Number:	77678086	REPAIR.COM	

CH \$940.00 2202043

900159022

**TRADEMARK**  
**REEL: 004181 FRAME: 0191**

Serial Number:	77319779	REPAIRNOW.COM
Serial Number:	77374002	ECONEW
Serial Number:	77621296	ECONEW
Serial Number:	77621302	ECONEW
Serial Number:	77621315	ECONEW DAYS
Serial Number:	77621326	ECONEW DIRECT
Serial Number:	77621310	POWERED BY ECONEW
Serial Number:	77775283	SERVICEBENCH
Serial Number:	77776204	SERVICEBENCH
Serial Number:	77854949	SERVICEBENCH MOBILE
Serial Number:	77927808	SERVICEBENCH MOBILE
Registration Number:	3408694	PRESERVE THE MOMENT, PROTECT YOUR FINE JEWELRY AND WATCH
Registration Number:	1748835	THE REPAIRMAN
Registration Number:	2901988	SERVICEBENCH
Registration Number:	3287227	TECH ON DEMAND
Registration Number:	3117553	MOBILE LIFELINE
Registration Number:	2743742	CONSUMERCARE PROTECTION YOU CAN COUNT ON
Registration Number:	2759722	DIGITAL LIFELINE
Registration Number:	2916566	PHONEGUARD
Registration Number:	2916565	PHONEGUARD
Registration Number:	2412264	WACA
Serial Number:	77803782	NEW SMARTPROCUREMENT
Serial Number:	78777459	PRODUCT GUARD+

#### CORRESPONDENCE DATA

Fax Number: (202)408-3141

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2024083121 x2348

Email: tnuckolls@cscinfo.com

Correspondent Name: Jean Paterson

Address Line 1: 1090 Vermont Avenue, NW Suite 430

Address Line 2: Corporation Service Company, Inc.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

341838 005+010

NAME OF SUBMITTER:

Jean Paterson

**TRADEMARK**  
**REEL: 004181 FRAME: 0192**

Signature:	/Jean Paterson/
Date:	04/07/2010
<p><b>Total Attachments: 9</b></p> <p>source=04-05-10 Warranty Corporation of America-TM#page1.tif source=04-05-10 Warranty Corporation of America-TM#page2.tif source=04-05-10 Warranty Corporation of America-TM#page3.tif source=04-05-10 Warranty Corporation of America-TM#page4.tif source=04-05-10 Warranty Corporation of America-TM#page5.tif source=04-05-10 Warranty Corporation of America-TM#page6.tif source=04-05-10 Warranty Corporation of America-TM#page7.tif source=04-05-10 Warranty Corporation of America-TM#page8.tif source=04-05-10 Warranty Corporation of America-TM#page9.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated March 23, 2010 is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Bank of America, N.A. (“**Bank of America**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, N.E.W. Holdings I, LLC, a Delaware limited liability company (“**Company**”), and Certain Subsidiaries of Company party thereto, as Guarantors, have entered into a Secured Credit and Guaranty Agreement dated as of March 23, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with Bank of America, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Credit Extensions and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Hedge Agreements by the hedge banks (including any treasury management agreements) from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement dated March 23, 2010 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto and exclusive copyright licenses (the “**Copy-rights**”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment or performance in full when due, whether at stated maturity, by required prepayment, deceleration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of (a) with respect to the Company, all of the Obligations of the Company (including, without limitation, Hedging Obligations of the Company) and (b) with respect to each other Grantor, all of the Guaranteed Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

N.E.W. HOLDINGS I, LLC  
NATIONAL ELECTRONICS  
WARRANTY, LLC  
WARRANTY CORPORATION OF  
AMERICA  
SERVICEBENCH, INC.

By:   
Name: David N. Bosserman  
Title: Treasurer

Address for Notices:  
N.E.W. Holdings I, LLC  
22660 Executive Drive  
Sterling, Virginia 20166  
Attn: David N. Bosserman  
Telephone: (703) 810-8897  
Fax: (703) 810-8194

*Intellectual Property Security Agreement*

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: Robert Klawinski  
Name:  
Title: Robert Klawinski  
Senior Vice President

*Intellectual Property Security Agreement*




SCHEDULE A

PATENTS


Grantor	Country	Patent No./Application No.	Issue date/Filing Date	Inventor	Title
Warranty Corporation of America	USA	7,047,426	May 16, 2006	Randy A. Andrews and Corwyn C. Bolton	Portable Computing Device Communication System and Method
National Electronics Warranty, LLC	USA	61/245,923	September 25, 2009	Aaron David Nielson	Service Plan Web Crawler and Dynamic Mapper
National Electronics Warranty, LLC	USA	61/272,707	October 23, 2009	Aaron David Nielson	Service Plan Web Crawler and Dynamic Mapper

SCHEDULE B

TRADEMARKS

Mark	Owner <sup>1</sup>	App. / Reg. No.	Class(es)	Date Filed / Registered
APPLIANCE PROTECTION PLUS	N	2,202,043	36	11/03/1998
E=CRM2	N	2,860,743	35	07/06/2004
E=CRM2	N	2,906,908	36	11/30/2004
E=CRM2 (& Design) 	N	2,952,409	35, 36	05/17/2005
KEEP IT NEW!	N	2,006,401	36	10/08/1996
NEW (& Design) 	N	2,411,864	35	12/12/2000
NEW (& Design) 	N	2,368,059	36	07/18/2000
PRICE PLUS	N	1,747,399	36	01/19/1993
PRODUCT ASSIST	N,G	2,804,003	35, 36, 42	01/13/2004
QUICK ASSIST	N,G	2,614,755	35	09/03/2002
QUICK ASSIST	N,G	2,718,555	42	05/27/2003
REPAIR.COM	N	77/678,086	35, 37	2/25/09 (pending)
REPAIRNOW.COM	N	77/319,779	35, 36	11/2/07
RETURN ASSIST	N,G	2,622,450	36	09/17/2002
SATISFACTION PLUS	N	1,737,026	36	12/01/1992
ECONEW	N	77/374,002	35, 40	1/17/2008
ECONEW	N	77/621,296	35, 40	11/25/2008
ECONEW (& Design)	N	77/621,302	35, 40	11/25/2008
ECONEW DAYS	N	77/621,315	35, 40	11/25/2008
ECONEW DIRECT	N	77/621,326	35, 40	11/25/2008

<sup>1</sup> N = National Electronics Warranty LLC, G = Genco Distribution Systems, Inc., S = ServiceBench, Inc.

Mark	Owner <sup>1</sup>	App. / Reg. No.	Class(es)	Date Filed / Registered
POWERED BY ECONEW (& Design)  	N	77/621,310	35, 40	11/25/2008
PRESERVE THE MOMENT, PROTECT YOUR FINE JEWELRY AND WATCH	N	3,408,694	36	4/8/2008
THE REPAIRMAN	N	1,748,835	36	1/26/1993
SERVICEBENCH	S	77/775,283	42	7/7/2009
SERVICEBENCH	S	77/776,204	42	7/8/2009
SERVICEBENCH (and Design)	S	2,901,988	36	11/9/2004
SERVICEBENCH MOBILE	N	77/854,949	42	10/22/2009
SERVICEBENCH MOBILE	S	77/927,808	42	Pending 2/4/2010
SERVICEBENCH (and Design)	S	77/776,204	42	7/8/2009
Product Guard design Replaced Product Guard+ Expired January 2010	Warranty Corporation of America	78777459	36	12/20/05
TECH ON DEMAND	Warranty Corporation of America	3287227	37	8/28/2007
MOBILE LIFELINE	Warranty Corporation of America	3117553	9, 42, 45	7/18/2006
CONSUMERCARE PROTECTION YOU CAN COUNT ON	Warranty Corporation of America	2743742	36	7/29/2003
DIGITAL LIFELINE	Warranty Corporation of America	2759722	42	7/3/03
PHONEGUARD	Warranty Corporation of America	2916566	36	1/4/2005
PHONEGUARD	Warranty Corporation of America	2916565	37	1/4/2005
WACA	Warranty Corporation of America	2412264	36	12/12/2000
NEW SMART PROCUREMENT	N	77/803,782	35	8/13/2009

## SCHEDULE C

## COPYRIGHTS

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>Type of Work</u>	<u>Application or Registration No.</u>	<u>Issue Date</u>
RepairNow.Com, Inc. <sup>2</sup>	USA	AntiGlitch character	Visual Art	V000Au457460	10/04/99
RepairNow.Com, Inc.	USA	Glitch character	Visual Art	V000Au457459	10/04/99
Warranty Corporation of America	USA	Warranty administration software	Software	TXu-906-747	05/28/99 (registration date)
Warranty Corporation of America	USA	Warranty administration software	Software	TXu-922-993	11/09/99 (registration date)

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<sup>2</sup> RepairNow.Com, Inc. merged into National Electronics Warranty Corporation on September 28, 2001 and these copyrights are now the property of National Electronics Warranty, LLC.